

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

TODD PHILLIPS, et al)	CIVIL ACTION NO. 5:17-01524
Plaintiffs)	
)	
vs.)	JUDGE TERRY A. DOUGHTY
)	
JUIAN C. WHITTINGTON, et al.)	
Defendants)	MAGISTRATE JUDGE HORNSBY

RESPONSE TO MOTION

Now into court comes GARY LEE WILSON, appearing through undersigned counsel, who submits his response to the MOTION TO MODIFY OR VACATE SETTLEMENT AGREEMENT AND MOTION FOR STATUS CONFERENCE, filed by Plaintiffs, TODD PHILLIPS, JODI PHILLIPS, BROOKE PHILLIPS LOTTINGER, and ABBY PHILLIPS.

1.

In response to the allegations contained in Paragraph "9" of the motion of Plaintiffs, GARY LEE WILSON's position is that he was unaware of any problems related to the lack of a public road or servitude of passage, to provide for legal access to the property being listed for sale. Since GARY LEE WILSON's acquisition of the subject property tracts in 2004 and 2005, he has never been made aware of any problems with access to the property, and his ingress and egress to and from the property has

never been interrupted.

2.

In response to Paragraph "10" of the Plaintiffs' motion, GARY LEE WILSON, will give his permission to allow Richard Hiller, Attorney at Law, to proceed with any litigation to obtain a servitude of passage.

3.

GARY LEE WILSON has no objection to modifying the Settlement Agreement entered into on July 20, 2023, but shows that any modification that involves the reduction in payoff on the mortgage held by JERRY WILSON, will require the consent of JERRY WILSON. Undersigned counsel has been in contact with JERRY WILSON, about JERRY WILSON making further reductions to the payoff on the mortgage he holds. JERRY WILSON, has indicated that he will take a further discount, but not at the amount requested by Plaintiffs, and in return he has indicated that any modification will need to include a change to Item #18 of the Settlement Agreement, so that if the property does not sell within the time limits, that he will have the right to acquire the subject property for the amount of \$356,500.00, without having to proceed with foreclosure. JERRY WILSON has also informed undersigned counsel that he will also take a discounted payoff now, to end this matter, which discounted amount has been

communicated to Plaintiffs' counsel. Plaintiffs' response to these options are not yet known.

4.

Undersigned counsel is not opposed to a status conference on this matter.

Respectfully submitted,

By: s/ Wayne E. Webb
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Attorney for GARY LEE WILSON

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing document with the Clerk of Court using the ECF system which sent notification of such filing to the following:

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Attorney for Plaintiffs	Attorney for Defendant CARRIE W. WINFORD, in her capacity as the Administratrix of the Succession of Jennifer Wilson

This 5th day of June, 2025.

s/ Wayne E. Webb
Wayne E. Webb